

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Jose L. Moyett, Jr.
Debtor

Case No. 15-11602-sr
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: DonnaR
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 31, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 02, 2017.

db +Jose L. Moyett, Jr., 5241 Whitaker Avenue, Philadelphia, PA 19124-3007

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 02, 2017

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 31, 2017 at the address(es) listed below:

FREDERICK L. REIGLE ecfmail@fredreiglechl3.com, ecf_frpa@trusteel3.com
JOHN L. MCCLAIN on behalf of Debtor Jose L. Moyett, Jr. aaamccclain@aol.com,
edpabankcourt@aol.com
JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com,
bkgroup@kmlawgroup.com
MATTEO SAMUEL WEINER on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
REBECCA ANN SOLARZ on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
THOMAS I. PULEO on behalf of Creditor M&T BANK tpuleo@kmlawgroup.com,
bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 8

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jose L. Moyett, Jr.	<u>Debtor</u>	CHAPTER 13
M&T Bank	<u>Movant</u>	
vs.		NO. 15-11602 SR
Jose L. Moyett, Jr.	<u>Debtor</u>	
Frederick L. Reigle	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,308.44**, which breaks down as follows:

Post-Petition Payments:	May 2017 through August 2017 at \$609.40/month
Suspense Balance:	\$129.16
Total Post-Petition Arrears	\$2,308.44

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on September 1, 2017 and continuing through February 1, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment in **the full amount** of **\$609.40** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), **plus** an installment payment of **\$384.74** towards the arrearages on or before the last day of each month at the address below;

M&T Bank
P.O. Box 62182
Baltimore, MD 21264

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 7, 2017

By: /s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734
Attorneys for Movant

Date: 8/14/17

/s/ John L. McCain, Esquire
John L. McCain, Esquire
Attorney for Debtor

Date: 8/16/17

/s/ Frederick L. Reigle
Frederick L. Reigle
Chapter 13 Trustee

Approved by the Court this 31st day of August, 2017. However, the court retains discretion regarding entry of any further order.

/s/ Stephen Raslavich
United States Bankruptcy Judge
Stephen Raslavich